

IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO

CAROL HOLLADAY
PO Box 542
Magrath, AB T0K1J0

Plaintiff,

vs.

AKMALKHUJA AKRAMKHODJAEV
151 Coyote Pass Unit 13
Panama City Beach, FL 32407

and

AKMALKHUJA AKRAMKHODJAEV
311 Lantana Street
Panama City Beach, FL 32407

and

DM WORLD TRANSPORTATION, LLC
C/O STATUTORY AGENT
ABDUVOSIT RAZIKOV
450 S. Ronald Reagan Blvd.
Longwood, FL 32750

and

DM WORLD TRANSPORTATION, LLC
450 S. Ronald Reagan Blvd.
Longwood, FL 32750

and

DM WORLD TRANSPORTATION, LLC
8026 Sunport Drive
Orlando, FL 32809

and

CASE NO:

JUDGE

COMPLAINT

Type: Personal Injury
Jury Demand Endorsed Hereon

NEXTRAN CORPORATION
C/O STATUTORY AGENT
SMITH, HULSEY & BUSEY
One Independent Drive
Suite 3300
Jacksonville, FL 32202

and

NEXTRAN CORPORATION
1986 West Beaver Street
Jacksonville, FL 32209

and

NEXTRAN CORPORATION d/b/a
NEXTRAN RENTAL & LEASING
8100 Chancellor Drive, Suite 130
Orlando, FL 32809

and

AMAZON .COM SERVICES, INC.
C/O STATUTORY AGENT
CORPORATION SERVICES COMPANY
300 Deschutes Way, SW
Suite 304
Tumwater, WA 98501

and

AMAZON.COM SERVICES, INC.
410 Terry Avenue North
Seattle, WA 98109

and

AMAZON LOGISTICS, INC.
C/O STATUTORY AGENT
CORPORATION SERVICES COMPANY
300 Deschutes Way, SW
Suite 304
Tumwater, WA 98501

and

AMAZON LOGISTICS, INC.
410 Terry Avenue North
Seattle, WA 98126

and

WAWANESA GENERAL INSURANCE
COMPANY
C/O STATUTORY AGENT
CATHERINE ANN HANNA-BLENTZAS
9050 Friars Road
San Diego, CA 92108

and

WAWANESA GENERAL INSURANCE
COMPANY
9050 Friars Road
San Diego, CA 92108

and

John and/or Jane Doe(s)
Name and Address Unknown
Owner, Leaser, Lessee, Employer, Driver
of Semi-Tractor Trailer that Negligently
Collided with Plaintiff's Vehicle

and

Defendants.

COUNT I: NEGLIGENCE

1. On or about July 7, 2017, on Interstate 70, in the Township of Deer Creek in Madison County, Ohio, Defendant Akmalkhuja Akramkhodjaev, while working in the course and scope of employment with Defendants DM World Transportation, LLC, Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc., negligently drove a semi-tractor trailer across the median and

directly into oncoming traffic crashing into the motor vehicle in which Plaintiff, Carol Holladay, was a passenger. Defendant DM World Transportation, LLC, is registered with the Federal Motor Carrier Safety Administration with USDOT Number 2258953. Defendant Nextran Corporation and/or Nextran Corporation d/b/a/ Nextran Rental & Leasing is registered with the Federal Motor Carrier Safety Administration with USDOT Number 873574.

2. As a direct and proximate result of the Defendant Akmalkhuja Akramkhodjaev's negligence, the Plaintiff, Carol Holladay, suffered injuries to her body causing pain and suffering and such injuries will continue into the future.

3. As a further direct and result, the Plaintiff, Carol Holladay, incurred medical and hospital expenses and such expenses will continue into the future.

COUNT II: RESPONDEAT SUPERIOR

4. Plaintiff re-alleges paragraphs one (1) through three (3) above as though fully rewritten herein. At all relevant times herein, Defendant DM World Transportation, LLC, Nextran Corporation, and/or Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc. is/are vicariously liable for the negligent acts of its employee, the Defendant, Akmalkhuja Akramkhodjaev, under the theory of *respondeat superior*.

5. At all relevant times herein, Defendant DM World Transportation, LLC Nextran Corporation, and/or Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc. was/were the statutory employer(s) of the Defendant, Akmalkhuja Akramkhodjaev.

6. At all relevant times herein, Defendant DM World Transportation, LLC, Nextran Corporation, and/or Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com

Services, Inc., and/or Amazon Logistics, Inc. was/were the common law employer of the Defendant, Akmalkhuja Akramkhodjaev.

7. Defendant DM World Transportation, LLC Nextran Corporation, and/or Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc., was/were negligent in the selection, hiring, training, supervision, and/or retention of the Defendant Akmalkhuja Akramkhodjaev and was otherwise negligent.

8. Defendant DM World Transportation, LLC Nextran Corporation, and/or Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc., was/were negligent in ownership, maintenance, servicing, inspection and/or leasing of the semi-tractor trailer operated by Defendant Akmalkhuja Akramkhodjaev.

9. Defendants' actions demonstrated a conscious disregard of the rights and safety of Plaintiff Carol Holladay and the rest of the motoring public, and were taken with reckless indifference to the consequences to others despite being aware of their conduct and their driver's conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendants.

10. As a direct and proximate result of Defendants' negligence, Plaintiff suffered the injuries and damages as stated herein.

COUNT III: NEGLIGENT ENTRUSTMENT

11. Plaintiff re-alleges paragraphs one (1) through ten (10) above as though fully rewritten herein.

12. At all relevant times herein, Defendant DM World Transportation, LLC Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc. owned the motor vehicle operated by the Defendant, Akmalkhuja

Akramkhodjaev, and Defendant DM World Transportation, LLC, Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing Amazon.com Services, Inc., and/or Amazon Logistics, Inc. leased the motor vehicle operated by the Defendant Akmalkhuja Akramkhodjaev, and negligently entrusted the care, custody and control of their motor vehicle to the Defendant Akmalkhuja Akramkhodjaev when they knew or should have known that Defendant Akmalkhuja Akramkhodjaev would negligently operate said vehicle.

13. Further, Defendant DM World Transportation, LLC Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc., negligently entrusted the care, custody and control of its motor vehicle to the Defendant DM World Transportation, LLC Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc. when it/they knew or should have known that Defendant DM World Transportation, LLC Nextran Corporation, Nextran Corporation d/b/a Nextran Rental & Leasing, Amazon.com Services, Inc., and/or Amazon Logistics, Inc., would allow for the negligent operation of said vehicle.

14. Defendants' actions demonstrated a conscious disregard of the rights and safety of Plaintiff Carol Holladay and the rest of the motoring public, and were taken with reckless indifference to the consequences to others despite being aware of their conduct and their driver's conduct and knowing there was a great probability of causing substantial harm. Accordingly, Plaintiff demands punitive damages against Defendants.

15. As a direct and proximate result of Defendants' negligence, Plaintiff suffered the injuries and damages as stated herein.

COUNT IV: NEGLIGENCE PER SE

16. Plaintiff re-alleges paragraphs one (1) through fifteen (15) above as though fully rewritten herein.

17. At all relevant times herein, Defendant Akmalkhuja Akramkhodjaev failed to operate the vehicle with reasonable control and consequently struck the motor vehicle in which Plaintiff, Carol Holladay, was a passenger.

18. Defendant Akmalkhuja Akramkhodjaev violated Ohio Revised Code 4511.202 and such conduct constitutes negligence *per se*.

19. Defendant Akmalkhuja Akramkhodjaev's violation caused the kind of harm the statute was intended to prevent.

20. Defendant Akmalkhuja Akramkhodjaev is negligent as a matter of law.

COUNT V: UM/UIM

21. Plaintiff re-alleges paragraphs one (1) through twenty (20) above as though fully rewritten herein.

22. At all relevant times herein, the Plaintiff was the insured on a motor vehicle insurance policy issued by the Defendant Wawanesa General Insurance Company, Policy No. 5978036, which provides for medical payments and/or uninsured/underinsured motorist coverage.

23. Said policy provides uninsured/underinsured motorist coverage for Plaintiff, when she was injured by an uninsured or underinsured driver.

24. Said policy is not attached hereto by reason of its bulk, but a copy of said policy is in the possession of the Defendant Wawanesa General Insurance Company.

25. As a result of the negligence of the uninsured/underinsured motorist, Plaintiff is entitled to the benefits up to the amount of the limits of the policy with Defendant Wawanesa Insurance.

26. Defendant Wawanesa Insurance claims a right of reimbursement and/or subrogation for monies it allegedly paid or will pay as a result of the events set forth in this Complaint.

27. Defendant Wawanesa Insurance will in no way be prejudiced in the maintenance of their defense on the merits within the meaning of Rule 15(D) of the Ohio Rules of Civil Procedure because of their constructive or actual notice of the institution of this case. Except for the inability of Plaintiff to discover the name of this Defendant, this action would be brought against them in their proper, true, and exact name and capacity, and said information will be provided by Plaintiff when such information becomes fully known to them.

COUNT VI: JOHN AND JANE DOE(S)

28. Plaintiff re-alleges paragraphs one (1) through twenty-seven (27) set forth above.

29. Plaintiff has not been able to discover through due diligence the names and addresses of Defendant John and Jane Doe(s), the owner(s), leaser(s), lessee(s), employer(s), and/or driver(s) of the semi-tractor trailer that negligently collided with Plaintiff's vehicle. The *respondeat superior* and negligent entrustment claims set forth above are hereby re-alleged as if fully re-written herein against the applicable Defendant John and Jane Doe(s) the owner(s), leaser(s), lessee(s), employer(s), and/or driver(s) of the semi-tractor trailer that negligently collided with Plaintiff's vehicle. Defendant John and Jane Doe(s) *respondeat superior* liability and negligent entrustment directly and proximately caused the injuries and damages to Plaintiff as set forth above.

WHEREFORE, Plaintiff, Carol Holladay, hereby demands judgment against the Defendants as follows:

- a. Compensatory damages for Plaintiff in an amount in excess of twenty-five thousand dollars \$25,000.00, but currently unspecified pursuant to Civil Rules 8(A) and 54(C), plus costs incurred in this action plus interest and attorney's fees;
- b. Punitive damages against each and all of the Defendants.
- c. a declaration that Plaintiff is insured for purposes of medpay and UM/UIM coverages afforded under the motor vehicle insurance policy issued by Defendant Wawanesa Insurance, the damages Plaintiff sustained as a result of the accident fall within the policies' insuring agreements for medpay and UM/UIM coverage, Plaintiff has satisfied all coverage conditions, and the policies' exclusions do not preclude coverage;
- d. a declaration that Defendant Wawanesa is not entitled to reimbursement/subrogation unless and until Plaintiff is made whole and Plaintiff's litigation fees and expenses are deducted from any recovery;
- e. a declaration that Plaintiff is entitled to medical benefits payments pursuant to a contract of insurance with Defendant Wawanesa; and,
- f. Any such further and other relief to which Plaintiff may be entitled.

Respectfully submitted,

KISLING, NESTICO & REDICK, LLC

/s/ Douglas J. Blue
Douglas Blue (0058570)
2550 Corporate Exchange Dr., Ste. 101
Columbus, OH 43231
Phone: 614-487-8669
Fax: 330-869-9008
dblue@knrlegal.com

Attorney for Plaintiff, Carol Holladay

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

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